

**Exhibit D**



BRYAN CAVE LEIGHTON PAISNER LLP  
One Metropolitan Square  
211 North Broadway Suite 3600  
St Louis MO 63102  
T: +1 314 259 2000  
F: +1 314 259 2020  
[www.bclplaw.com](http://www.bclplaw.com)

February 9, 2023

**VIA FEDERAL EXPRESS**

1221 Locust LLC  
1221 Locust Street  
St. Louis, MO 63103

**VIA FEDERAL EXPRESS**

1221 Locust Lease Manager LLC  
1221 Locust Street  
St. Louis, MO 63103

**VIA FEDERAL EXPRESS**

1221 Locust LLC  
220 W. 6<sup>th</sup> St., Ste. A  
Little Rock, AR 72201  
Attn: Jordan Haas

**VIA FEDERAL EXPRESS**

1221 Locust Lease Manager LLC  
220 W. 6<sup>th</sup> St., Ste. A  
Little Rock, AR 72201  
Attn: Jordan Haas

Re: Notice of Forbearance Termination; Notice of Acceleration and Demand for Payment

To Whom It May Concern:

We are writing each of you as counsel for HDDA, LLC, successor by assignment to Access Point Financial, LLC ("Lender"). 1221 Locust LLC ("Locust"), 1221 Locust Lease Manager LLC ("Locust Lease"; Locust and Locust Lease hereinafter collectively referred to as "Borrowers"), and Lender are parties to a Loan Agreement dated June 28, 2019 (as amended or modified, the "Loan Agreement"), pursuant to which Lender agreed to lend the total principal amount not to exceed \$27,250,000.00 (subsequently reduced to \$23,127,746.21) (the "Loan") to Borrowers subject to the terms and conditions contained therein.

The Loan is evidenced by a Promissory Note dated June 28, 2019, executed by Borrowers in favor of Lender in the principal amount of \$27,250,000.00 (as amended, modified, extended, refinanced, replaced, substituted, renewed or restated, the "Note").

Prompt payment when due of amounts evidenced by the Note and secured by the Security Instrument (defined below) is irrevocably, absolutely, and unconditionally guaranteed by Deepak Patel, Pushpaben Patel, Jordan Haas, June Haas, Kunal Mody, Crystal Patel, Ramesh Mody, and Smita Mody (collectively, "Guarantors") pursuant to a Guaranty Agreement dated June 26, 2019, executed by Guarantors in favor of Lender (as amended, modified or reaffirmed, the "Guaranty").

Borrowers' indebtedness to Lender under the Note and the other Loan Documents is secured by, among other things, (i) a Fee and Leasehold Deed of Trust and Security Agreement dated June 28, 2019, executed by Borrowers in favor of Lender, as modified by Modification to Fee and Leasehold Deed of Trust and Security Agreement dated December 29, 2020 (as amended or modified, the "Security Instrument"), granting Lender a lien on and security interest in certain real and personal property identified therein (the "Security Instrument Collateral"), (ii) an Assignment of Leases and



Rents dated June 28, 2019, executed by Borrowers in favor of Lender (as amended or modified, the "Assignment"), assigning to Lender all of Borrowers' rights in certain leases, rents and other property identified therein (the "Assignment Collateral"), and (iii) a Pledge Agreement dated June 28, 2019, executed by 1221 Locust Individual Member LLC ("Pledgor") in favor of Lender (as amended or modified, the "Pledge Agreement"), granting and assigning to Lender a first priority security interest in Pledgor's membership interest in Locust Lease (the "Pledge Collateral"). Borrowers, Guarantors and Pledgor are collectively referred to herein as the "Loan Parties." The Loan Agreement, the Note, the Guaranty, the Security Instrument, the Assignment, the Pledge Agreement, the Loan Modification Agreement (defined below), the Forbearance Agreement (defined below), the Foreclosure Rights Agreement (defined below), and all other documents, instruments and agreements evidencing, securing, or executed in connection with the Loan are referred to as the "Loan Documents." Any capitalized term used but not defined herein shall have the meaning assigned to such term in the applicable Loan Document. This letter shall constitute a Loan Document.

Following the occurrence of certain defaults under the Loan Documents, (i) Borrowers and Lender entered into a Loan Modification Agreement dated December 29, 2020 (the "Loan Modification Agreement"), amending certain provisions contained in the Loan Documents, and (ii) Loan Parties and Lender entered into a Forbearance Agreement dated September 30, 2022 (the "Forbearance Agreement"), whereby Lender agreed to forbear from exercising any remedies under the Loan Documents on account of certain identified "Existing Events of Default" (the "Existing Defaults") until December 31, 2022 (the "Forbearance Termination Date"), subject to the terms and conditions contained therein.

Lender hereby advises Borrowers and, by copy of this letter, Pledgor and Guarantors that, as a result of the occurrence of the Forbearance Termination Date, the Forbearance Period (and Lender's agreement to forbear under the Forbearance Agreement) terminated on December 31, 2022.

Pursuant to Section 9(b) of the Forbearance Agreement, Lender may declare any and all indebtedness due and payable without demand or notice if Borrowers fail to provide to Lender within ten (10) days after termination of the Forbearance Period (i) proof of payment in full of amounts on the Accounts Payable Schedule ("Proof of Payables"), and (ii) payment in full of all amounts of interest deferred for the months of October 2022, November 2022 and December 2022 ("Deferred Interest Payments"). Borrowers failed to provide the Proof of Payables and the Deferred Interest Payments within such ten (10) day period. Accordingly, Lender hereby declares all indebtedness owed by Borrowers to Lender under or in connection with the Loan (the "Indebtedness") to be immediately due and payable. The amount of the Indebtedness (including interest calculated through February 28, 2023) is not less than \$26,666,135.66. This amount, however, does not include all expenses, costs and fees (including attorneys' fees) due and payable in accordance with the Loan Documents.

As a result of the termination of the Forbearance Period and the acceleration of the Indebtedness, Lender is entitled, at its option, to immediately exercise all of its rights and remedies under the Loan Documents and at law or in equity. Lender's actions may include, but not be limited to, the following:

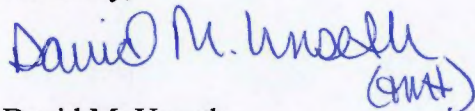


- (i) Commencement of suit against Borrowers, Guarantors, and any other parties having an obligation to pay the Indebtedness;
- (ii) Commencement of foreclosure proceedings under the Security Instrument;
- (iii) Sale, collection or other disposition of the Security Instrument Collateral, the Assignment Collateral, and/or the Pledge Collateral;
- (iv) Appointment of a receiver for all property that secures the Loan; and/or
- (v) Directing Borrowers to comply with the provisions contained in Section 4 of the Foreclosure Rights Agreement dated June 28, 2019, executed by Borrowers, Lender, and Twain HTC Fund XXIII, LLC (as amended or modified, the "Foreclosure Rights Agreement").

Pursuant to Section 9(e) of the Forbearance Agreement, Borrowers agreed that if they did not provide the Proof of Payables and the Deferred Interest Payments within ten (10) days of the termination of the Forbearance Period, then Lender shall be entitled to the appointment of a receiver as a matter of right, and Borrowers consented to the appointment of such receiver, waived any and all defenses to such appointment, and agreed not to oppose or interfere with the application by Lender for the appointment of such receiver.

No communication, written or oral, that any Loan Party has had or may have with Lender or any of its representatives concerning the Indebtedness in any way modifies this notice or constitutes a waiver of any of the rights and remedies described above. Any current or future negotiations or discussions with any agent or representative of Lender regarding the Indebtedness or the Loan Documents shall not be binding upon Lender unless and until it is in writing and signed by an authorized agent or representative of Lender.

Sincerely,



David M. Unseth

cc: **VIA FEDERAL EXPRESS**  
Deepak Patel  
4503 Wentworth Avenue  
Sugar Land, TX 77479

**VIA FEDERAL EXPRESS**  
Pushpaben Patel  
4503 Wentworth Avenue  
Sugar Land, TX 77479

**VIA FEDERAL EXPRESS**

Jordan Haas  
1909 S. Arch Street  
Little Rock, AR 72206

**VIA FEDERAL EXPRESS**

June Haas  
1909 S. Arch Street  
Little Rock, AR 72206

**VIA FEDERAL EXPRESS**

Kunal Mody  
1338 W. Belmont Ave., Unit 201  
Chicago, IL 60657

**VIA FEDERAL EXPRESS**

Crystal Patel  
1338 W. Belmont Ave., Unit 201  
Chicago, IL 60657

**VIA FEDERAL EXPRESS**

Ramesh Mody  
3418 Commonwealth Dr.  
Bryant, AR 72022

**VIA FEDERAL EXPRESS**

Smita Mody  
3418 Commonwealth Dr.  
Bryant, AR 72022

**VIA FEDERAL EXPRESS**

**AND CERTIFIED MAIL (RETURN RECEIPT REQUESTED)**

1221 Locust Individual Member LLC  
1909 S. Arch Street  
Little Rock, AR 72206

**VIA FEDERAL EXPRESS**

Twain Community Partners III LLC  
1232 Washington Avenue, Suite 200  
St. Louis, MO 63103

**VIA FEDERAL EXPRESS**

Cedar Rapids Bank and Trust Company  
500 First Avenue Northeast  
Cedar Rapids, IA 52401



**VIA FEDERAL EXPRESS**

Twain HTC Fund XXIII, LLC  
c/o Twain Financial Partners LLC  
1232 Washington Avenue, Suite 200  
St. Louis, MO 63103  
Attn: General Counsel

**VIA FEDERAL EXPRESS**

Clement Gates & May, LLC  
400 Poydras St., Ste. 1410  
New Orleans, LA 70130  
Attn: David Clement

**VIA FEDERAL EXPRESS**

Stinson LLP  
1299 Farnam Street, Suite 1500  
Omaha, NE 68102  
Attn: David Lutz

**VIA EMAIL** (brian.weaver@stinson.com)

Brian J. Weaver  
Stinson LLP

**VIA FEDERAL EXPRESS**

Weinberg Wheeler Hudgins Gunn & Dial  
3350 Virginia Street, Suite 500  
Miami, FL 33133  
Attn: Mathew I. Kramer